

EXHIBIT

6

JUNE 2022 EMAILS BETWEEN DEFENDANT AND PLAINTIFFS

From: Gil <g.costin@millenniumairship.com>
Sent: Tuesday, June 21, 2022 9:38 PM CDT
To: Michael Smith <michael@mergedenergy.com>; Daniel Tarpey <dtarpey@tarpeywix.com>; David Wix <dwix@tarpeywix.com>; Matt Showel <mshowel@tarpeywix.com>
Subject: RE: Please clarify

Michael,

I agree. Let's please continue with the appeal and see where it lands.



Best Regards

Gil Costin, CEO
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From: Michael Smith [mailto:michael@mergedenergy.com]
Sent: Tuesday, June 21, 2022 7:14 PM
To: Daniel Tarpey <dtarpey@tarpeywix.com>; David Wix <dwix@tarpeywix.com>; Matt Showel <mshowel@tarpeywix.com>; Gil <g.costin@millenniumairship.com>
Subject: Re: Please clarify

All,

In the spirit of transparency

I have said on many occasions to let this play out and see what happens. Being involved in countless court actions over the years, its never over til it's over.

Personally, I have no intention of seeking other counsel moving forward because I feel that Dan, Dave & Matt; you have done an excellent job on this case plus I really appreciated your pointed coaching during the depo's. If there were some things we could go back and change during discovery, I certainly would, but we can't and that is water under the bridge.

We have all invested a significant amount of time energy and money into this task, and to start finger pointing now is not going to solve anything. It is, what it is and we are, where we are; we need to stay unified.

I have seen some pretty amazing things take place in appellate court, so I wouldn't rule anything out. That being said, my preference would be to continue forward as planned. Perhaps a conference call would be in order.

Please let me know your thoughts.

Best
Michael

On Tue, Jun 21, 2022, 5:46 PM Daniel Tarpey <dtarpey@tarpeywix.com> wrote:

Gil, attached is our email chain from 4/20-4/28 discussing the reasons behind the SOL rulings and attaching the initial opinion.

Dave, will you please send Gil the opinion on the CUTSA and breach of PIA claims against LM please.

Gil/Michael, if you are going to be seeking other counsel for purposes of the appeal and/or to pursue malpractice claims against us, I suggest that you show them these emails and the opinions we will be forwarding you.

And Gil, just so we are abundantly clear and I think we are on the same page here, any blame you want to place for our current situation should be squarely aimed at me. Jason solely acted in the capacity of local counsel and had absolutely no involvement with gathering information that was necessary in order to file the complaint or the timing of the filing of the complaint.

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From: Daniel Tarpey

Sent: Tuesday, June 21, 2022 7:31 PM

To: Gil <g.costin@millenniumairship.com>; David Wix <dwix@tarpeywix.com>; jbendel@bendellaw.com

Cc: 'Michael Smith' <michael@mergedenergy.com>; Daniel Tarpey <dtarpey@tarpeywix.com>

Subject: RE: Please clarify

Gil, I find it unfortunate you have chosen to take this combative and accusatory tone. I allowed the SOL to run? I suggest you read the opinion I forwarded you back in April --- the judge cites to your emails and testimony from both you and Michael that you wanted to sue them right from the first meeting with Binns. It was that rhetoric, not our inaction, which lead to the rulings and I had no way to anticipate that evidence at the time we decided to take on your case (after you had shopped it around to a number of other firms – all of which passed I might add).

We have devoted over four years of tireless time, effort and money to fight this battle against Lockheed so I'm not taking this lightly myself. It's devastating actually. But I do think we have a decent shot on appeal.

However, what we will not do is to continue to fight on the next level on behalf of a client who refuses to read the opinion's basis for the ruling but instead blame us (or me for that matter). If this is how you feel, you are free to seek other counsel to pursue your appeal on your behalf and you are obviously within your rights to seek independent counsel as to whether you have a malpractice claim against our firm. Based on your language below, I actually suggest you do so.

That being said, we will advise you of your deadline as to when you need to file your notice of appeal should you decide to go with other counsel.

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From: Gil <g.costin@millenniumairship.com>

Sent: Tuesday, June 21, 2022 7:04 PM

To: Daniel Tarpey <dtarpey@tarpeywix.com>; David Wix <dwix@tarpeywix.com>; jbendel@bendellaw.com

Cc: 'Michael Smith' <michael@mergedenergy.com>

Subject: RE: Please clarify

Finding out that you allowed the SOL to run out came as a surprise, considering you had plenty of time to act on our behalf. This had better be one "kick ass" winning appeal argument. And, how long does the appeal process drag out?

 logo1-1

Best Regards

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From: Daniel Tarpey [<mailto:dtarpey@tarpeywix.com>]

Sent: Tuesday, June 21, 2022 1:38 PM

To: Gil <g.costin@millenniumairship.com>; Daniel Tarpey <dtarpey@tarpeywix.com>; David Wix <dwix@tarpeywix.com>; jbendel@bendellaw.com

Cc: 'Michael Smith' <michael@mergedenergy.com>

Subject: RE: Please clarify

I told you that this was the likely outcome after the hearings were completed in April so, while I know it is disappointing, it should not be coming as a complete surprise.

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From: Gil <g.costin@millenniumairship.com>

Sent: Tuesday, June 21, 2022 3:30 PM

To: Daniel Tarpey <dtarpey@tarpeywix.com>; David Wix <dwix@tarpeywix.com>; jbendel@bendellaw.com

Cc: 'Michael Smith' <michael@mergedenergy.com>

Subject: RE: Please clarify

DAMNIT!!!!

[logo1-1](#)

Best Regards

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From: Daniel Tarpey [<mailto:dtarpey@tarpeywix.com>]

Sent: Tuesday, June 21, 2022 1:10 PM

To: Gil <g.costin@millenniumairship.com>; Daniel Tarpey <dtarpey@tarpeywix.com>; David Wix <dwix@tarpeywix.com>; jbendel@bendellaw.com

Cc: 'Michael Smith' <michael@mergedenergy.com>

Subject: RE: Please clarify

Gil, I will be back with more later but here are some initial points ...

- I'm not sure who Judge Beckloff is ... our Judge is Mark Young;
- We confirmed with our local counsel that the Court ultimately adopted its tentative ruling on SOL and recently entered judgment;
- I will re-forward you the email I wrote to you and Michael after the hearing which explained our options if he did adopt his tentative – like I said then, he allowed a lot of argument from us (over an hour) and he said he was at least going to take it under advisement (which means I at least got him thinkin) but unfortunately he still thought our claims are time-barred in light of the testimony cited in the opinion I forwarded you guys;
- We have the option to appeal and we have 60 days from the date of the judgement to do so – we will be sending a detailed calendar of appellate deadlines by the end of the week;
- These rulings found that LM was entitled to summary judgment on all claims against so, for the time being, our war needs to be waged in the appellate court.

I will send more info tonight and then we should set up some time to talk later in the week. As you can imagine, we are very disappointed ourselves so please don't read anything into the tone of this email as me being cavalier in the slightest about this ruling. As I said, back with more later. -Dan

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From: Gil <g.costin@millenniumairship.com>
Sent: Saturday, June 18, 2022 9:06 PM
To: Daniel Tarpey <dtarpey@tarpeywix.com>; David Wix <dwix@tarpeywix.com>; Matt Showel <mshowel@tarpeywix.com>; jbendel@bendellaw.com
Cc: 'Michael Smith' <michael@mergedenergy.com>; b.fausti@millenniumairship.com
Subject: Please clarify
Importance: High

Dan and David,

Some documentation has come across my desk, Please See Attached), that shows where Judge Beckloff has already made his ruling regarding LM's requests for CUTSA Summary Judgement, and the rulings that have been made are GRANTED in favor of LM. Can you please provide us with absolute clarification regarding these actions and what definitive actions on your side can and will be done? For example, appeals etc.? Also, do these adverse rulings kill our day/s in court? And to that end, have we lost all of our complaints (actions), against LM as result of those CUTSA rulings? Time is of the essence on your full response. Thanks.

logo1-1

Best Regards

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----- Forwarded message -----

From: Daniel Tarpey <dtarpey@tarpeywix.com>
To: Gil <g.costin@millenniumairship.com>, "Michael Smith" <michael@mergedenergy.com>

Cc: David Wix <dwix@tarpeywx.com>, Matt Showel <mshowel@tarpeywx.com>, "jbendel@bendellaw.com" <jbendel@bendellaw.com>, Daniel Tarpey <dtarpey@tarpeywx.com>

Bcc:

Date: Thu, 28 Apr 2022 21:19:01 +0000

Subject: RE: Potential Settlement With Korn Ferry

All ... today we argued Lockheed's MSJ and the short story is some bad news, some good news...

Yesterday we received the Court's "tentative" ruling on Lockheed's motion and his "tentative" finding was now that instead of the statute of limitations running as of January 3, 2015 because of the emails exchange between Gil and Michael saying "I only see legal action forward" ... the Court was now finding that the statute actually began to run a year earlier, in January 2014, and there for our claims against Lockheed were barred. The judge was relying on pieces of testimony from both of you saying in January 2014 you were suspicious that Binns was working with Lockheed, that you wanted to sue and that you were thinking there was some collusion going on. I have included the facts that the judge relied on below in the underling passage. So, the tentative was bad news. The good news with the tentative is that I believe it is clear error reversible on appeal (silver lining).

Then we appeared today to argue the Court's tentative ruling. Out the 100 or so hearings I have attended/witnessed in California, every single time, except once, the judge hears arguments and then simply says: "I adopt my tentative." However, today, he allowed me to argue for about 45 minutes as to why his tentative was mistaken. I took each fact he relied on, in isolation, and argued that while those facts gave rise to arguably put us on notice of our claims against Binns, nowhere prior to 2015 was there any evidence which put us on notice that Lockheed was in breach of their contract with us by misusing our confidential information ... it was all about Binns and gil's statement that he wanted to sue Lockheed as early as 2014 was taken out of context ... it had nothing to do with Lockheed breaching their agreement but was about Lockheed's stubborn refusal to approve our financing proposals.

Long story longer ... after some extensive further back and forth (I can send you guys the transcript of the hearing when we get it), the judge said: "Mr. Tarpey's points are well-taken and he has given me something to think about so I am going to take everything under consideration and not adopt my tentative, at least not yet."

So, I may have talked him off the ledge but, regardless, we have two paths going forward and I almost like the appeal happening now option. One, the Court reverses its tentative and move full steam ahead for trial against Lockheed. Two, the Court, after reconsideration, still adopts its tentative. While option one sounds best (and it may be), I almost like option two better because even though it will take a lot longer and we have to go up on appeal, I feel good about our chances on appeal AND it will give us the opportunity now to revive some claims that we think were improperly dismissed at the beginning of the case as well as try to get Hybrid Enterprises back in the case (which is not that big of a positive because it is now just a shell company.)

Regardless, I think we have things teed up to continue the fight either way. No, it's not idea but it is where we are at now and, either way, we live to fight another day.

I am getting in a car with come college buddies now to go play some golf in the desert. We will probably not have the Court's ruling until next week sometime at which point we can have a zoom call to discuss the ruling and strategy going forward. If anyone wants to talk to me this evening or tomorrow, I will be reachable on my cell.

Again, below is the universe of facts the Court relied on for its tentative ruling that the limitations period began as early as January 2014 for your review and consideration. The bolded language are notes for my arguments against those findings.

by October 18, 2013, Sky Lift's principal, Gil Costin, was "having suspicions" about Binns's interactions with LMC, and those suspicions "only increased" throughout the remainder of 2013 and into January 2014. (UMF 40-41 [undisputed].)

Costin was having suspicions about Binns and his interactions with Lockheed ... the suspicions were about Binns and have nothing to do with Lockheed breaching the PIA

Costin admitted that in January 2014, things were tense because LMC had just stated that the deal would not go forward with Sky Lift and that Costin "wanted to sue them." (UMF 49.)

The testimony is not that the deal was not going to go forward at all with Sky Lift, the testimony was about a January 10, 2014 email from Johnston to Smith and Binns stating:

"While I appreciate the efforts, I don't see THIS path to financing ever closing."

He used the word "this" path .. that this path – a path which required Lockheed to put some financial skin in the game – would ever close.

He didn't say NO path with Sky Lift would ever close.

And Lockheed disingenuously mischaracterizes this testimony in its brief by leaving out “THIS” and inserting [SKY LIFT’s] so the evidence was changed to read ...

And looking at “Costin’s “want to sue them” testimony it is clear that is aimed at the fact that Lockheed will not approve financing requiring them to have a stake in the game – nothing about breaching the PIA.

Again, none of this has anything to do with Lockheed breaching the PIAs

Moreover, Binns told Plaintiffs on January 22, 2014, and January 27, 2014, that he did not believe he had any “continuing obligations” under the confidentiality agreement between Binns and Sky Lift. (UMF 52, 55.)

How does Binns resignation and him stating he does not have any “continuing obligations” in any way trigger a breach of the PIA by Lockheed?

There would be no reason for Plaintiffs to think Lockheed was breaching the PIA because Binns resigned and disavowed his confidentiality obligations.

Costin testified that in January 2014, he suspected that Binns had become a “turncoat” and “was going to try to go work with Lockheed Martin directly” for the purpose of developing hybrid airships. (UMF 53.)

Again, this is all about Binns, there is nothing at all about Lockheed breaching the PIA.

Smith, Sky Lift’s managing member and PMK, testified that upon receiving Binns’ resignation letter in January 2014, he “felt that there was collusion taking place” to use Sky Lift’s confidential information, so he sent a cease and desist letter to Binns. (UMF 54 [undisputed].)

But lets take a look at that testimony actually:

As for Smith, he testified “I felt there was collusion taking place” when Binns resigned in January 2014. He was then asked the following question and gave the following answer:

Q. And the collusion that you thought was taking place was between Binns, Lockheed Martin and Korn Ferry, correct?

A. No. Actually, when I received this, it was between -- my first thought was collusion between Korn Ferry and Mr. Binns.

445:15-20.

So the “collusion” that Michael Smith was referring to had nothing to do with Lockheed at all – yet less giving notice to Plaintiffs that Lockheed was somehow breaching the PI.

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From: Daniel Tarpey

Sent: Thursday, April 21, 2022 12:02 PM

To: Gil <g.costin@millenniumairship.com>; 'Michael Smith' <michael@mergedenergy.com>

Cc: David Wix <dwix@tarpeywix.com>; Matt Showel <mshowel@tarpeywix.com>; jbendel@bendellaw.com; Daniel Tarpey <dtarpey@tarpeywix.com>

Subject: RE: Potential Settlement With Korn Ferry

Gil, we are on the same team here (at least I thought) and I wasn’t faulting you for your email. It is simply evidence that the court relied on to rule that is when the statute of limitations began to run. We were unaware of these emails when you came to us with this case. No ones fault but the situation is what it is. I would rather spend my time preparing to preserve our contract claims

against LMC, Binns and Korn Ferry but in light of your email below, there are a few things that need to be said:

- You didn't begin talking to us about your case until December 2016 after at least one (or possibly two) other firms passed on taking your case on a contingency fee basis.
- In order to agree to take your case on a contingency fee basis and devote the amount of time and resources a case like this commands (and which we have tirelessly devoted on your's and Michael's behalf), we have to do significant due diligence before we agree to commit to that type of investment. If you had agreed to hire us and pay us hourly as most business litigation firms require, we could have filed the case the day after our initial discussion but contingency cases don't work that way.
- We requested documents and emails from you in order to evaluate the claim and those were provided to us piecemeal over 2017. Again, we can't take on a contingency fee case without seeing the evidence we need BEFORE filing the case and in certain instances it took months for us to get the documents we requested. Again, not faulting but simply responding to your remarks below.
- THIS CASE IS NOT OVER! We lost against Hybrid Enterprises but who really cares. They are just a shell and getting a judgment against them is worth the weight of the paper it is written on. Don't get me wrong, the Court's finding that the SOL on our trade secrets began to run as of January 3, 2015 when you emailed Michael about pursuing legal action totally sucks. It most likely guts our trade secrets claim against all Defendants. But we still have breach of contract claims against Lockheed, Korn Ferry and Binns – see next bullet point.
- The SOL on breach of contract claims is 4 years, not three like trade secrets claims. So it will boil down to whether your's and Michael's testimony back in January 2014 when Binns resigned that you were suspicious of collusion and you "wanted to sue" back then will cause the judge to trigger the SOL on contract claims back to January 2014 – but today I took the opportunity in advance to argue those points in a round-about way and think it was not lost on the judge.
- Lastly, we can appeal the Court's ruling on SOL and any other adverse rulings so we can take the battle up to the appellate court if we so decide. But we will need to revisit that after all summary judgment rulings are in.

If we need to discuss any of these issues further over a call, I'm happy to do so but, like I said, I think the time would be more wisely spent preparing for the battle. I would respectfully suggest that we table the discussions regarding the reasons behind these rulings until we get all of them. At that point, we will know if we have anything left standing and we go from there.

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From: Gil <g.costin@millenniumairship.com>

Sent: Thursday, April 21, 2022 9:45 AM

To: Daniel Tarpey <dtarpey@tarpeywix.com>; 'Michael Smith' <michael@mergedenergy.com>

Cc: David Wix <dwix@tarpeywix.com>; Matt Showel <mshowel@tarpeywix.com>; jbendel@bendellaw.com

Subject: RE: Potential Settlement With Korn Ferry

Of course, it was "my" email that got our SJ tossed out.

How about if the actions against all parties had been filed in a timely manner, then this SOL issue would not be an issue.

And, look at the "end date" on the NDA (attached), between MAS and LM. It is MAY 31, 2015. So, why did it take "three plus years to file"???

logo1-1

Best Regards

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From: Daniel Tarpey [<mailto:dtarpey@tarpeywix.com>]
Sent: Wednesday, April 20, 2022 5:57 PM
To: Gil <g.costin@millenniumairship.com>; 'Michael Smith' <michael@mergedenergy.com>
Cc: David Wix <dwix@tarpeywix.com>; Matt Showel <mshowel@tarpeywix.com>; Daniel Tarpey <dtarpey@tarpeywix.com>
Subject: RE: Potential Settlement With Korn Ferry

Bad news everyone ... the court just issued its tentative ruling on Hybrid's motion for summary judgment ... it is attached ... and it granted summary judgment AGAINST US on our trade secrets claim. As I articulated earlier today, the Court found that "at the very least," Gil's email on January 3, 2015 triggered the statute of limitations on our trade secrets claims and we did not file until after 3 years from that date.

This ruling will most likely and unfortunately bounce ALL of our trade secrets claims against every Defendant. We can talk about appealing this ruling later but we need to stay on point to try to get our breach of contract claims to stick against Lockheed and Korn Ferry. BTW, Korn Ferry has gone silent on settlement since the issuance of this ruling.

Our breach of contract claims have four-year statute of limitations period which buys us another year but the following paragraph from the Court's order leads me to believe those might also fall as well:

Moreover, Defendant Binn told Plaintiffs on January 22, 2014 and January 27, 2014, that he did not believe he had any "continuing obligations" under the confidentiality agreement between Binns and Sky Lift. (UMF 52, 55.) Costin testified that in January 2014, he suspected that Binns had become a "turncoat" and "was going to try to go work with Lockheed Martin directly" for the purpose of developing hybrid airships. (UMF 53.) Smith, Sky Lift's managing member and PMK, testified that upon receiving Binns' resignation letter in January 2014, he "felt that there was collusion taking place" to use Sky Lift's confidential information, so he sent a cease and desist letter to Binns. (UMF 54 [undisputed].) In the FAC, Plaintiffs allege that this is exactly what Binns subsequently did – provide Sky Lift's proprietary information to LMC for his own advantage. (Id.)

We will have to convince the court that your guys' testimony in relation to Binns' resignation did not trigger the 4-year SOL for our breach of contract claims against Lockheed and Korn Ferry. But I am concerned we have an uphill battle on this front as well because of the Court's ruling above.

I'll be back with more tomorrow after the Court provides more clarity and/or Korn Ferry reaches out to us on settlement. Sorry to be the bearer of bad news but it is part of job description when it happens. All is not lost yet though so let's keep our fingers crossed on the breach of contract claims.

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From: Gil <g.costin@millenniumairship.com>
Sent: Wednesday, April 20, 2022 5:43 PM
To: Daniel Tarpey <dtarpey@tarpeywix.com>; 'Michael Smith' <michael@mergedenergy.com>
Cc: David Wix <dwix@tarpeywix.com>; Matt Showel <mshowel@tarpeywix.com>
Subject: RE: Potential Settlement With Korn Ferry

When you are saying that I wanted to sue, I was referring to Binns and Korn Ferry. Michael and I had no idea at that time that Binns and LM were or had been engaged in negotiations to "take" it from us. LM even had drafted the HADA (Hybrid Aircraft Development Agreement) and DFO (Definitive Funding Order) for us.

logo1-1
Best Regards

Gil Costin, CEO
Millennium Airship Inc.

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From: Daniel Tarpey [<mailto:dtarpey@tarpeywix.com>]
Sent: Wednesday, April 20, 2022 2:56 PM
To: Gil <g.costin@millenniumairship.com>; 'Michael Smith' <michael@mergedenergy.com>
Cc: David Wix <dwix@tarpeywix.com>; Matt Showel <mshowel@tarpeywix.com>; Daniel Tarpey <dtarpey@tarpeywix.com>
Subject: RE: Potential Settlement With Korn Ferry

Well Gil you did testify you wanted to sue in 2014 when Binns resigned and you did send emails to Michael Smith in January 2015 that you thought legal action was necessary. We can argue why those should not have triggered the SOL but we can change history. We will do our best but I'm concerned about statute of limitations.

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D 312.948.9092 | F 312.948.9105 | C 773.263.3331 | E dtarpey@tarpeywix.com | W www.tarpeywix.com

From: Gil <g.costin@millenniumairship.com>
Sent: Wednesday, April 20, 2022 4:51 PM
To: Daniel Tarpey <dtarpey@tarpeywix.com>; 'Michael Smith' <michael@mergedenergy.com>
Cc: David Wix <dwix@tarpeywix.com>; Matt Showel <mshowel@tarpeywix.com>
Subject: RE: Potential Settlement With Korn Ferry

Lies and Twisted chronologies and statements in their SJs. This PISSES me off!

logo1-1

Best Regards

Gil Costin, CEO
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